

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE 1		OF 1		PAGES 1					
2. AMENDMENT/MODIFICATION NO. 001				3. EFFECTIVE DATE 7 / 21 / 97		4. REQUISITION/PURCHASE REQUEST NO.			5. PROJECT NO. (If applicable)						
6. ISSUED BY U.S. Dept. Of HUD, Philadelphia Contracting Branch Wanamaker Bldg., 100 Penn Square East Philadelphia, PA 19107				7. ADMINISTERED BY (If other than item 6)		CODE									
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)				(X) X		9A. AMENDMENT OF SOLICITATION NO. R-PHI-00068									
						9B. DATED (SEE ITEM 11) 7 / 9 / 97									
						10A. MODIFICATION OF CONTRACT/ORDER NO.									
						10B. DATED (SEE ITEM 13)									
CODE				FACILITY CODE											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
X		The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers						X		is extended,				is not ex-	
tended.															
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:															
(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;															
or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.															
12. ACCOUNTING AND APPROPRIATION DATA (If required)															
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. DESCRIBED IN ITEM 14.															
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE TO THE CONTRACT ORDER NO. IN ITEM 10A.													
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).													
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:													
		D. OTHER (Specify type of modification and authority)													
E. IMPORTANT: Contractor				is not				is required to sign this document and return				copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)															
The closing date for receipt of offers is hereby extended to July 31, 1997.															
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.															
15A. NAME AND TITLE OF SIGNER (Type or print)						16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)									
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA				16C. DATE SIGNED					
(Signature of person authorized to sign)						BY (Signature of Contracting Officer)									

U.S. Department of Housing and Urban Development

Philadelphia Office, Region III
105 South 7th Street
Philadelphia, Pennsylvania 19106-3392

Dear Offeror:

The attached Request for Quote (RFQ) number R-PHI-000068 describes HUD's requirements for single family insurance endorsement processing services within the jurisdiction of the HUD Cleveland Office. This contract is a 100% Small Business Set-Aside. If you wish to compete for this contract, please submit a proposal in accordance with Section L of the RFQ. HUD will evaluate your proposal and decide whether you will be selected as a contractor. You should pay special attention to the following sections of the RFQ:

Section B requires you to propose a firm fixed price.

Section C describes in detail the services required under this contract.

Section I - Key Personnel should be listed in HUDAR clause 2452.237-70.

Section K requires you complete the required certifications, representations, and signature block.

Section L includes instructions for preparing proposals.

Section M describes the basis for proposal evaluation and contract award.

If you have any questions concerning the solicitation please contact Alan Ruscoe, Contract Specialist, at (215) 656-0674, Ext.3297. **The closing date for receipt of proposals is 4:30 PM, July 24, 1997.**

Sincerely,

Patrick McQuoid
Contracting Officer

REQUEST FOR QUOTATIONS (THIS IS NOT AN ORDER)			THIS RFQ <input checked="" type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 25 PAGES	
1. REQUEST NO. R-PHI-00068		2. DATE ISSUED 7/9/97		3. REQUISITION/PURCHASE REQUEST NO.		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG.1	
5a. ISSUED BY U.S. Dept. Of HUD, Contracting Branch 100 Penn Square East, Wanamaker Bldg. Philadelphia, PA 19107						6. DELIVER BY (Date)	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)						7. DELIVERY	
NAME Alan Ruscoe			TELEPHONE NUMBER			<input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
			AREA CODE 215		NUMBER 656-0674		9. DESTINATION
8. TO:						a. NAME OF CONSIGNEE	
a. NAME			b. COMPANY			b. STREET ADDRESS	
c. STREET ADDRESS						c. CITY	
d. CITY			e. STATE		f. ZIP CODE		d. STATE e. ZIP CODE
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS (Date) 7/24/97			IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.				
11. SCHEDULE (Include applicable Federal, State and local taxes)							
ITEM NO. (a)	SUPPLIES/SERVICES (b)			QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
001	Insurance Endorsement Processing services for the HUD Cleveland Office, in accordance with the statement of work (Section C, p.3). Please provide a per case Unit Price: Any questions regarding this request should be directed to: Alan Ruscoe, Philadelphia Contracting Branch (215) 656-0674, ext 3297.						
12. DISCOUNT FOR PROMPT PAYMENT				a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS
							NUMBER PERCENTAGE
NOTE: Additional provisions and representations				are	are not attached.		
13. NAME AND ADDRESS OF QUOTER					14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER							
b. STREET ADDRESS					16. SIGNER		
					NAME (Type or print)		b. TELEPHONE
c. COUNTY							AREA CODE
d. CITY			e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST**B-1 Services:**

This request is for insurance endorsement processing services for the HUD Cleveland Office which will be awarded under a purchase order. The Contractor shall perform these non-personal services as specified in Section C of the purchase order

B-2 Contract Definition:

This is a firm-fixed-price, Indefinite Quantity purchase order as defined at Section 16.504 of the Federal Acquisition Regulations (FAR) and in Section I, clause FAR 52.216-22. Services required under this purchase order shall be obtained by the issuance of task orders placed in accordance with the following clauses in

Section I: 52.216-18, Ordering, and 52.216-19, Order Limitations.

B-3 Unit Price:

The Contractor shall be paid a fixed unit price of \$_____ for each case ordered, completed, and accepted in accordance with the terms and conditions of this purchase order.

B-4 Minimum/Maximum:

- A. Minimum quantity:
As referred to in paragraph (b) of the "Indefinite Quantities" clause, the purchase order minimum is a total of 10% of the total estimated amount of cases.
- B. Maximum quantity:
The purchase order maximum quantity is a total of 110% of the total estimated amount of cases.
- C. Estimated quantity:
The Government estimates that 14,000 single family direct endorsement cases will need insurance endorsement processing during the twelve month period commencing with the effective date of the purchase order. This quantity represents an estimate only. Since the actual number of cases to be endorsed cannot be predicted, the Government makes no representation of the total number of cases to be purchased under this order.

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT:**A. Scope**

The Contractor shall perform insurance endorsement processing services on an as-needed basis for the HUD Cleveland Office.

B. Statement of Work

1. Services to be performed by the Contractor shall be ordered by placement of a task order by the Government Technical Representative or designee. Orders may be placed orally.
2. Upon receipt of a task order, the Contractor shall pick-up cases the following Federal business day at the HUD Cleveland Office between the hours of 8:00 A.M. and 4:40 P.M.
3. The Contractor shall perform the review of the closing package submitted by the mortgagee to determine if the mortgage is insurable and a Mortgage Insurance Certificate can be issued.
4. The Contractor shall determine that all necessary closing documents have been submitted. These include:
 - a. Letter of Assignment, if applicable.
 - b. Current payment letter, if applicable, and letter of explanation from mortgagee on reason for late submission to HUD.
 - c. Mortgage Insurance Premium Statement of Work, if required.
 - d. HUD Form 54113 - Underwriter Certification for Direct Endorsement Cases.
 - e. The Note and Mortgage or Deed of Trust and appropriate riders (allonges).
 - f. Copy 1 of the Form HUD-92800 - Application for Property Appraisal and Commitment and the Uniform Residential Appraisal Report (URAR).
 - g. Form HUD-92900, Application for Commitment for Insurance.
 - h. Form HUD-92900WS, Mortgage Insurance Credit Analysis Worksheet.
 - i. HUD Form 1 - Settlement Statement or like closing statement.
 - j. Firm Commitment, Form HUD-92900-4 or 5.
 - k. Other documents as necessary depending on program type.
5. The Contractor shall review for signatures of the mortgages and mortgagor on the HUD-92900. Review the Firm Commitment for mortgages and mortgagor certification and to ensure that the commitment has not expired.

6. The Contractor shall check for the underwriter's signature and CHUMS identification number on the Form HUD-54133 and the HUD-92900-WS.
7. The Contractor shall ensure that the property address on the Note and Mortgage or Deed of Trust is consistent with the Firm Commitment.
8. The Contractor shall check the Statement of Account to verify the mortgage insurance premium has been paid and that the mortgage can be endorsed.
9. The Contractor shall ensure that the mortgage amount is consistent with the Firm Commitment and does not exceed the amount on Form HUD-27001, Mortgage Insurance Premium (MIP) Transmittal or the MIP Statement of Account, where applicable.
10. For cases involving escrow funds for repair requirements, the Contractor shall review HUD-92300 for date of issue and completeness. Notate each file with an escrow stamp and enter dollar amount of the escrow. Prepare the supplemental escrow binder.
11. The Contractor shall prepare completed files for routing to Headquarters for disposition. Date stamp each endorsed file.
12. The Contractor shall initiate the Form HUD-54118, Underwriter's Report for those applications that require a technical review.
13. The Contractor shall input information into the CHUMS automated system at the HUD Cleveland Office between the hours of 8:00 A.M. and 4:40 P.M., or other hours authorized by the GTR.
14. The Contractor shall review the computer generated MIC for accuracy.
15. Each assigned case shall be completed and returned to the HUD Cleveland Office by the Contractor within five (5) Federal business days of pick-up.

C. References:

The Contractor shall refer to the following HUD Handbooks in performing services hereunder:

HUD Handbook 4000.4 REV-1, Single Family Direct Endorsement Program

HUD Handbook 4145.1 REV-2, Architectural Processing and Inspections for Home Mortgage Insurance

HUD Handbook 4165.1 REV-1, Endorsement for Insurance for Home Mortgage Programs

The Handbooks are available at HUD's Centralized Distribution Center - (800) 767-7468.

SECTION D - PACKAGING AND MARKING

No clauses in this Section

SECTION E - INSPECTION AND ACCEPTANCE

2452.246-70 INSPECTION AND ACCEPTANCE. (APR 1984)

Inspection and acceptance of all work required under this purchase order shall be performed by the Government Technical Representative (GTR) identified in Section G under Conduct of Work.

52.246-4	INSPECTION OF SERVICES -	AUG 1996
	FIXED-PRICE	

SECTION F - DELIVERIES OR PERFORMANCE**PERIOD OF PERFORMANCE**

Performance under this purchase order shall be for a period of twelve months after the effective date. In accordance with the clause appearing in Section I, entitled "Option to Extend Services (FAR 52.217-8, AUG 1989)", the purchase order may be extended for an additional six months. The total duration of the purchase order, including any extensions, shall not extend beyond eighteen (18) months.

52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

SECTION G - CONTRACT ADMINISTRATION DATA**ORDERING PROCEDURES**

(a) The Government will obtain the supplies or services required under this purchase order by the issuance of written task orders. Orders may be placed telephonically or by facsimile (fax) machine by the Contracting Officer or authorized official (see (b) below).

(b) The following individuals are authorized to issue orders under this contract:

(Will be completed at time of award.)

2452.237-73 CONDUCT OF WORK. (APR 1984) -- ALTERNATE I (APR 1984)

(a) The Government Technical Representative (GTR) for liaison with the Contractor as to the conduct of work is [Will be completed at time of award], or a successor designated in writing by the Contracting Officer.

(b) The Contractor's work hereunder shall be carried out under the supervision of _____.

(c) The GTR shall provide direction on contract performance. Such direction must be within the contract scope of work and may not be of nature which: (1) Institutes additional work outside the scope of the contract; (2) constitutes a change as defined in FAR 52.243-1; (3) causes an increase or decrease in the cost of the contract; (4) alters the period of performance or delivery dates; or (5) changes any of the other express terms or conditions of the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**CONFLICT OF INTEREST:**

The Contractor, including any of its employees, subcontractors, or consultants, shall not conduct reviews from any mortgage company which employs the Contractor, or the Contractor's employees, subcontractors, or consultants, on a full- or part-time basis or on a consultant basis. Should the Contractor be assigned any review which results in an actual or potential conflict of interest, the Contractor shall take no action on the review, but shall refer it immediately to the GTR for reassignment. Violation of this clause is grounds for termination and denial of all payments.

SECTION I - CLAUSES2452.203-70 PROHIBITION AGAINST THE USE OF FEDERAL EMPLOYEES. (DEC 1992)

In accordance with Federal Acquisition Regulation 3.601, contracts are not to be awarded to Federal employees or a business concern or other organization owned or substantially owned or controlled by one or more Federal employees. For the purposes of this contract, this prohibition against the use of Federal employees includes any work performed by the Contractor or any of its employees, subcontractors, or consultants.

2452.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (APR 1984)

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests such that:

(1) Award of the contract may result in an unfair competitive advantage;
or

(2) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if afterward he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict.

The Government may, however, terminate the contract for the convenience of the Government if it would be in the interest of the Government.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

2452.237-70 KEY PERSONNEL. (APR 1984)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the

consent of the Contracting Officer required by the clause. The schedule may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(List Key Personnel)

_____	_____
_____	_____
_____	_____

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
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52.215-33	ORDER OF PRECEDENCE	JAN 1986
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52.216-18	ORDERING	OCT 1995
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(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the effective date of the contract through contract expiration.

52.216-19	ORDER LIMITATIONS	OCT 1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one case, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(1) Any order for a single item in excess of 300 cases;

(2) Any order for a combination of items in excess of 300 cases; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor

any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22

INDEFINITE QUANTITY

OCT 1995

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract ten days after the contract expiration.

52.217-8 OPTION TO EXTEND SERVICES. (AUG 1989)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

52.219-6

NOTICE OF TOTAL SMALL BUSINESS
SET-ASIDE

JUL 1996

52.219-8

UTILIZATION OF SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS CONCERNS

OCT 1995

52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for:

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994

CONSTRUCTIVE ACCEPTANCE.

(a)(6)(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 14th calendar day after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or contractor compliance with a contract provision. *****

52.232-33 MANDATORY INFORMATION FOR AUG 1996
 ELECTRONIC FUNDS TRANSFER PAYMENT

AS 1510 (NOV 96) PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)

- (a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.
- (c) Submission of Invoices. Invoices shall be submitted in an original and three (3) copies to the office identified on the cover page of the contract (SF-26 or SF-33). To constitute a proper invoice, the invoice must include all items per FAR 52.232-25, "Prompt Payment."
- (d) Contractor Remittance Address. The remittance address shall be agreed upon between the Contractor and the Finance Office in accordance with FAR 52.232-33.

(End of clause)

52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.243-1	CHANGES - FIXED-PRICE -- ALTERNATE I (APR 1984)	AUG 1987
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

2452.203-71 CERTIFICATION REGARDING FEDERAL EMPLOYMENT. (DEC 1992)

By assuming an offer, the offeror hereby certifies that it is not owned or substantially owned or controlled by one or more Federal employees.

2452.226-70 CERTIFICATION OF STATUS AS A MINORITY BUSINESS ENTERPRISE. (AUG 1995)

Bidder, Offeror or Supplier certifies that he or she ☐ is, ☐ is not, (check one), a minority business enterprise which is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the box applicable to you)

- ☐ Black Americans
- ☐ Hispanic Americans
- ☐ Native Americans
- ☐ Asian Pacific Americans
- ☐ Asian Indian Americans

52.204-3 TAXPAYER IDENTIFICATION. (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

___ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

CIN NUMBER (AS 1909 MAR 97)

THE OFFEROR SHALL SUPPLY ITS CONTRACTOR IDENTIFICATION NUMBER (CIN) WHICH IS THE SAME AS ITS DUNS NUMBER APPLICABLE TO ITS NAME AND ADDRESS. THE NUMBER IS TO BE INSERTED IN THE BLANK BELOW. OFFERORS SHOULD TAKE CARE TO REPORT THE CORRECT CIN AND NOT A SIMILAR NUMBER ASSIGNED TO THE OFFEROR IN A DIFFERENT SYSTEM, SUCH AS TAXPAYER IDENTIFICATION NUMBER (TIN), WHICH IS REQUIRED ELSEWHERE IN THIS SECTION K. IF THE OFFEROR DOES NOT HAVE A CIN NUMBER, ONE MUST BE OBTAINED FROM DUN AND BRADSTREET BY CALLING A TOLL-FREE NUMBER. THE PROCEDURE FOR GETTING A CIN AND THE INFORMATION THE OFFEROR MUST PROVIDE TO DUN AND BRADSTREET WHEN CALLING ARE SET FORTH IN FAR 52.204-6 IN

THIS SOLICITATION.

INSERT CONTRACTOR IDENTIFICATION NUMBER HERE:

CIN OF OFFEROR

52.204-6 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (DEC 1996)

(a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

52.215-6 TYPE OF BUSINESS ORGANIZATION. (JUL 1987)

The offeror or quoter, by checking the applicable box, represents that -

(a) It operates as ___ a corporation incorporated under the laws of the State of _____, ___ an individual, ___ a partnership, ___ a nonprofit organization, or ___ a joint venture; or

(b) If the offeror or quoter is a foreign entity, it operates as ___ an individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in _____ (country).

52.215-11 AUTHORIZED NEGOTIATORS. (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations:

(list names, titles, and telephone numbers of the authorized negotiators).

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is 7389.

(2) The small business size standard is \$5.0 million (in annual average sales or receipts for the preceding three (3) years).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2)

has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (APR 1984)

The offeror represents that--

(a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It ___ has, ___ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor

(41 CFR 60-1 and 60-2), or (b) it ____ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

SIGNATURE BLOCK.

By signature below, the bidder/offeror certifies that all Representations and Certifications contained in the solicitation are complete and accurate as required; is aware that award of any contract to the bidder/offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 14.201-1(c) or 15.406-1(b), and is aware of the penalties described in 18 U.S.C. Section 1001 and the Program Fraud and Civil Remedies Act of 1986 (31 U.S.C. 3801 - 3812) for making false statements in bids/proposals.

Signature

Typed Name

Title

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS OR QUOTERS

2452.215-70 PROPOSAL CONTENT. (OCT 1995)

(a) Proposals shall be submitted in two parts as described in paragraphs (b) and (c) below. Each of the parts must be complete in itself so that evaluation of each part may be conducted independently, and so the technical and management part may be evaluated strictly on its own merit. Proposals shall be submitted in the format, if any, prescribed elsewhere in this solicitation. Proposals shall be enclosed in sealed packaging and addressed to the office specified in the solicitation. The offer's name and address, the solicitation number and the date and time specified in the solicitation for proposal submission must appear in writing on the outside of the package.

(b) Proposals shall be submitted in original and two (2) copies of Part I and two (2) copies of Part II.

(c) Part I - Technical and Management

1. Prior Experience/Past Performance

The offeror shall provide evidence demonstrating (a) general knowledge of real estate principles and mortgage closing practices and procedures, (b) familiarity with the HUD forms used in mortgage insurance endorsement processing, and (c) familiarity with standard closing documents and forms including the note and mortgage or deed of trust and appropriate riders. The offeror's past experience must demonstrate the ability to successfully perform the duties required under this RFP. Include a description of work currently in progress and/or completed within the last three to five years that is relevant to this procurement. Include names, addresses, and telephone numbers of contact points for these clients. The Government reserves the right to request information from any source so named. The Government also reserves the right to obtain information from sources not named in the proposal.

2. Management Capability.

The offeror shall provide evidence of his/her organization's ability to manage the work required, specifically timely pick-up and delivery of cases, performance of endorsement processing, and quality control over completed reviews. The offeror shall also demonstrate the capacity to perform the estimated need for services as specified in Section C.

(d) Part II -- Business Proposal.

(1) The offeror shall complete and submit the Unit Price as specified in Section B.

(2) The offeror shall complete the Representations and Certifications provided in Section K of this solicitation and include them in this Part II.

2452.224-70 FREEDOM OF INFORMATION ACT NOTIFICATION (APR 1984)

Proposals submitted in response to this solicitation are subject to disclosure under the Freedom of Information Act (FOIA). To assist the Department in determining whether or not to release information contained in a proposal in the

event a FOIA request is received, offerors may, through clear earmarking or otherwise, indicate those portions of their proposals which they believe should not be disclosed. While an offeror's advice will be considered by the Department in its determination whether to release requested information or not, it must be emphasized that the Department is required by the FOIA to make an independent evaluation as to the information, notwithstanding the offeror's views. It is suggested that if an offeror believes that confidential treatment is appropriate, the basis for this view should be provided, where possible, because general assertions or blanket requests for confidentiality, without more information, are not particularly helpful to the Department in making determinations concerning the release of information under the Act. It should also be noted that the Department is required to segregate disclosable information from non-disclosable items, so particular care should be taken in the identification of each portion of which confidential treatment is requested. Offeror's views concerning confidentiality will be used to aid the Department in preparing its response to FOIA requests. Further, offerors should note that the presence or absence of such comments or earmarking regarding confidential information will have no bearing whatsoever on the evaluation of proposals submitted pursuant to this solicitation, nor will the absence of this earmarking automatically result in greater disclosure.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available

52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	FEB 1997

52.215-10 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS. (FEB 1997)

(a) Any proposal received at the office designated in the solicitation after the exact time and date specified for receipt will not be considered unless it is received before award is made and --

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) It was transmitted through an electronic commerce method authorized by the solicitation and was received by the Government not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(3) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer

determines that accepting the late offer would not unduly delay the procurement;
or

(4) It is the only proposal received.

(b) Any modification of a proposal or quotation, including a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(d) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of the installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(e) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals". Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(h) If an emergency or unanticipated event interrupts normal Government processes so that technical proposals cannot be received at the office designated for receipt of technical proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of technical proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984

52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD	OCT 1995

52.233-2 SERVICE OF PROTEST. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Patrick McQuoid
Philadelphia Contracting Branch
U. S. Dept. of HUD
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-3380

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SECTION M - EVALUATION FACTORS FOR AWARD

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

(a) The Government will make an award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government (i.e., that which represents the best value to the Government), cost or price and other factors considered. The Government will award a contract only to an offeror whose technical proposal establishes that they can meet the minimum needs of the Government. All proposals will be evaluated to determine technical acceptability. Technical acceptability is defined as the offeror's demonstrated ability to meet the requirements of the solicitation as set forth in Section C and Section L. Offerors are advised that any proposals which do not minimally satisfy all the technical criteria may be rejected as technically unacceptable. The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the contractor. While the cost or price factor has no numerical weight, it is a criterion in the overall evaluation of proposals. Furthermore, the proposed cost or price must be considered reasonable and must reflect the proposed technical approach.

(b) The Government may make an award to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most advantageous to the Government.

Technical and Management Factors

- | | | |
|----|------------------------------------|--------------------|
| 1. | Prior Experience/Past Performance: | Maximum Points: 50 |
| 2. | Management Capability: | Maximum Points: 50 |

SOURCE SELECTION - FULL DISCUSSIONS

The Department has determined to use the Best Value Source Selection method for this procurement. Under this method source selection may occur after discussions/negotiations with all offerors in the competitive range. Best and Final offers may be requested, however, award selection may be made based on initial offers received. Therefore, your best offer should be submitted initially.